

AGENDA
SPECIAL JOINT MEETING
CALIFORNIA CITY HOUSING CORPORATION
AND DESERT JADE CORPORATION
TUESDAY, January 26, 2016 5:00 P.M.
Council Chambers – California City, City Hall
21000 Hacienda Blvd.

***At this time, please take a moment to turn off your cell phones ***

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Housing Corp: Johnson, Smith, Wood, Warren, Lessenevitch

Desert Jade Corp: Borowicz, Schroeder, Welling, Williams, Johnson, Lessenevitch

ADOPT AGENDA

STAFF ANNOUNCEMENTS / REPORTS

Executive Director Weil

PUBLIC BUSINESS FROM THE FLOOR: This portion of the meeting is reserved for persons desiring to address the Board on any matter not on this agenda, and over which the Board has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR / PUBLIC COMMENT: All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Board, staff or public wishes to comment or ask questions. (Roll call vote required)

CC 1. Minutes of meeting dated 12/15/15

NEW BUSINESS

NB 1. Annual Elections of Officers: Chairman and Vice Chairman – President Weil

Appointment of Housing President, Housing Secretary and Chief Financial Officer

NB 2. Desert Jade Admissions, Occupancy and House Policies – Housing Manager Farmer

NB 3. Settlement Agreement: James Turner – Housing Manager Farmer

BOARD AGENDA

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 24 hours prior to the Housing Meeting. *Denise Hilliker, Housing Secretary*

MINUTES
SPECIAL MEETING
CALIFORNIA CITY HOUSING CORPORATION
Tuesday, December 15, 2015 5:00 p.m.
Council Chambers – California City, City Hall
21000 Hacienda Blvd.

The meeting was called to order by Director Lessenevitch at 5:00 pm. Following the Pledge of Allegiance, Secretary Hilliker called the roll:

PRESENT: Directors: Johnson, Wood, Warren, Lessenevitch,
ABSENT: Smith

ADOPT AGENDA

Motion by Director Wood, second by Director Warren to adopt the agenda. Motion carried 4-0

STAFF ANNOUNCEMENTS / REPORTS

President Weil provided an update on city's projects

PUBIC BUSINESS FROM THE FLOOR

Bill Tarvin

CONSENT CALENDAR

CC 1. Warrant Register dated 06/01/15 through 11/19/15

CC 2. Minutes of meetings dated 06/30/15

Motion by Director Wood, second by Director Johnson to approve the Consent Calendar.

Roll call vote as follows:

AYES: Johnson, Wood, Warren, Lessenevitch

ABSENT: Smith

NAYS: None

ABSTAIN: None

NEW BUSINESS

NB 1. Desert Jade Villas: Proposed Admissions Policies

Housing Manager Farmer provided the staff report.

Motion by Director Warren, second by Director Johnson to approve as presented but come back to fine tune before Jan 30, 2016, also request that legal counsel review.

Motion carried 4-0

NB 2. Desert Jade Villas: Proposed Pet Policy and Agreement

Housing Manager Farmer provided the staff report.

Motion by Director Warren, second by Director Johnson to approve as presented.

Motion carried 4-0

BOARD AGENDA None

ADJOURNMENT

Motion by Director Wood, second by Director Johnson to adjourn at 5:50 pm. Motion carried 4-0

Respectfully submitted: Denise Hilliker/Secretary

APPROVED ON _____

CC1.

DESERT JADE VILLAS

ADMISSIONS POLICIES

Our apartment complex has one and two-bedroom units. We have units especially adapted to make them accessible to persons with mobility impairments. Desert Jade does not discriminate on the basis of race, color, creed, national origin, sex, or disability. However, selections of tenants are based on the following Tenant Selection Criteria:

TENANT SELECTION CRITERIA

1. ELIGIBILITY CRITERIA

Desert Jade Villas is a senior citizen housing development. All applicants for tenancy who satisfy the requirements for eligibility and who meet the facility's legitimate and uniformly applied requirements of tenancy are admissible in Desert Jade Villas. The legitimate requirements are:

- a. One applicant must be a minimum of 62 years of age (the "qualifying resident") ;
- b. All other members of the applicant's household must be :qualified permanent residents" or "permitted health care residents".
- c. total gross annual income limits as defined in the rental application;

To certify an applicant's eligibility for an accessible unit, the facility uses "verification from the applicant's doctor," a copy of the doctor verification has to be attached with the application form.

2. REJECTION CRITERIA

Management may reject an applicant who fails to meet eligibility criteria. In addition, management may deny residency to an otherwise qualified applicant whose background information include any one of the following:

- a. negative endorsement from former landlords regarding the applicant's rental history.
- b. reasonable evidence that the applicant's established habits and practices may be expected to have a detrimental effect on other residents and the project environment.
- c. an applicant's intentional misrepresentation of information relevant to a determination of eligibility including financial capacity, age and income, or ability to satisfy the legitimate and uniformly applied requirements of tenancy;
- d. an applicant's convictions which establishes that the applicant's tenancy constitutes a direct threat to the health and safety of other individuals or result in substantial physical damage to the property of others; and
- e. current or past convictions for illegal drug use, manufacture or distribution.
- f. failure to submit/sign designated forms and/or documents upon request.

Upon admission, tenants will be informed of the following services, rules and regulations and charges of Desert Jade Villas. However, Desert Jade retains the right to modify, discontinue and add to the services, rules and regulations or charges, as needed. Manager

will notify residents of all modifications or changes via monthly newsletter upon approval of the California City Housing Board.

OCCUPANCY POLICIES & HOUSE RULES

Compliance with the House Rules at Desert Jade Villas are a requirement of tenancy. Major infractions, or repeated minor violations, may be grounds for termination (eviction). Rules are subject to change upon approval of the Housing Board. Residents will be notified through our monthly newsletter of such changes.

1. APARTMENTS

Types :Desert Jade has one-bedroom, and two-bedroom apartments. This facility has apartments that have been adapted to make them accessible for the mobility-impaired. If the resident needs an accessible unit, or develops a mobility problem that may qualify for an accessible apartment, he/she should notify the manager. Upon availability and approval, Desert Jade will make accessible units available on the first come, first served basis to residents within the facility who can establish that they have a disability requiring the special accessibility features of an accessible unit and no longer needs the special features of an accessible unit. If the tenant is residing in an accessible unit and no longer needs the special features of that unit, the tenant may be required to move into a non-accessible unit.

Features: Most apartments are equipped with microwaves, gas stoves, garbage disposal, dishwashers, and central air conditioning/heating system. Storage rooms are available for rent. Desert Jade does not assume responsibility for any items stored in these rooms.

All apartments have smoke and carbon monoxide detectors. Residents are prohibited from tampering with these detectors, any misuse or tampering with the detectors constitutes a violation of the lease. Management will change batteries when needed. Residents should report detectors with bad batteries to the managers so that they can be changed.

Wall-to-wall carpeting and drapes are provided. Residents may substitute their own drapes but must reinstall the originals when they vacate the unit. Residents must obtain prior approval of the management to replace the carpet or any flooring in the apartment.

2. ABSENCES/VACATION POLICY

Residents who will be away from their apartments overnight or for an extended absence are encouraged to notify the manager. In addition, residents must make arrangements concerning the following:

- a. Pet/animal: The resident must arrange to have his/her pet/animal fed, watered, and walked during the resident's absence. Pet/animal that are left unattended will be removed and taken to a local animal shelter at the resident's expense for the duration of the resident's absence.
- b. Mail: Resident's must make arrangements to have their mail picked up by another resident, friend, or family member during their absence.

- c. Security: The resident should arrange to have other resident's, friends, or family members check the resident's apartment periodically.
- d. Payment of rent and fees: Arrangements must be made to make required payments on a timely basis during a resident's absence.

3. ALCOHOL

No alcoholic beverages are permitted in the clubhouse. Resident's and their guests are expected to behave responsibly with respect to the use of alcoholic beverages in their own apartment. Resident's who engage in disruptive behavior as a result of their use of alcohol, or who tolerate such behavior by their guests, will be considered to have breached the quiet enjoyment of others, a violation of the lease. Individuals whose repeated alcohol-related behavior disturbs the quiet enjoyment of others, poses a threat to the health, safety, welfare or property of others or interferes with the efficient management of the facility are in violation of their lease and, accordingly, may face a lease termination.

4. APPLIANCES

Residents will receive operator manuals for the appliances furnished by Desert Jade when they move in. Residents are expected to maintain their appliances in clean and working condition and use them in a safe manner and only for the purposes for which they are intended. Violation of this rule constitutes a lease violation, and, potentially, grounds for termination of tenancy.

Appliances will be checked during the annual inspection of the apartment, or more often if conditions warrant. Normal maintenance will be handled by management. Damage caused by improper use or abuse of the appliances will be the responsibility of the resident. In case of such damage, the resident will be given an opportunity to have the appliance repaired by service person of his/her choice. Alternatively, management will have the appliance repaired and bill him/her.

5. BULLETIN BOARD

Management will post items of interest to residents on the bulletin board at the clubhouse or through our Chatterbox (monthly newsletter) when necessary. These notices will include information pertaining to facility operations, public transportation schedules, upcoming activities etc. This bulletin board is maintained by the Association and the management, residents who want to post a notice should contact the management. All notices should be dated. Outdated notes should be removed promptly by the resident's who posted them. Resident's are encouraged to check the bulletin boards frequently.

6. COMPLAINTS

All complaints shall be reported to the manager.

7. DAILY CHECK-IN

A daily telephone check-in service might be available to residents on a voluntary basis. A volunteer resident will call and check every morning. If there is no response, the volunteer resident will contact the manager. If the manager responding to the call finds the resident in

distress, he/she will call an ambulance and wait with the resident until the ambulance arrives. The manager of the Desert Jade has not been trained in resuscitation techniques and none will be applied before professional help arrives

This program should only be considered a back up to resident's network of family/friends. Resident's well-being is the primary responsibility of their friends/family. Desert Jade assumes no responsibility for checking in on residents or ensuring that the resident council does so. All residents are encouraged to inform the manager when they leave the facility for an extended period of time.

8. DECORATIVE AND STRUCTURAL CHANGES

There are a few guidelines to ensure that the appearance and safety of the building are maintained. No changes are allowed in or outside the apartment without prior approval of the management.

- a. Hanging pictures, mirrors, ceiling fans, and shelves: If the resident chooses to hang their pictures, mirrors and shelves, they will be responsible for restoring the walls to their original condition when they move out.
- b. Painting: Resident shall not paint any part of the apartment without prior approval from the management.
- c. Wallpaper: Residents are not permitted to hang wallpaper in their units.
- d. Decorations visible from outside the building: Residents may provide their own drapes. The original drapes must be rehung before the resident vacates the unit. Window decorations visible from the outside are permitted for a limited period of time in observance of any civil or religious holiday. Real, lighted candles are not permitted. Decorations should be removed promptly at the end of the season. There should be no drilling on the outside wall.
- d. Structural changes: Residents who need to make their units accessible may make alterations at their own expense. If the structural changes would detract from the desirability of the apartment for future residents, the resident would be required to pay into an interest bearing escrow account, a reasonable amount of money (up to the cost of alterations), over a reasonable period of time, to be held until the resident leaves, to the management. The management will be able to use the account for restorations to its original condition if at the end of that resident's occupancy, the resident cannot restore the apartment to its original condition. The management must approve the resident's plan for structural changes and selection of contractor.

9. DISASTER PLAN (also see Fire safety below)

Management will follow our local agencies' evacuation procedures and plans for resident relocation in case of disaster. Residents are asked to follow Management's instructions exactly to make sure that all residents are evacuated in a safe and timely manner. It is a violation of the requirements of tenancy to behave in any manner that endangers the life or safety of the others during emergency situations.

Power failure: Advise residents to keep fresh batteries for several flashlights in the event of a power failure and should not rely on candles to remain in their apartment until power is restored. Residents who have medically-related equipment that depends on electricity should ensure that they have auxiliary power sources.

10. DRESS CODES

Residents are expected to dress appropriately in the common area (outside their apartment), including clubhouse, laundry rooms, recreation areas etc. Sleepwear, housecoats, hair curls, bare chests are not appropriate in common areas (the public). For health and safety reasons, all residents are required to wear shoes in the common areas.

11. DRUG-FREE POLICY

Desert Jade will strictly enforce an anti-drug policy that prohibits the following behavior by residents, guests, and any other person or persons who are under the resident's control:

- a. the manufacture, sale, distribution, illegal use or possession (without a prescription) of a controlled substance with the intent to manufacture, sell, distribute, or illegally use such substance, at any time on or off the property;
- b. engaging in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the property;
- c. permitting the dwelling units to be used for or to facilitate criminal activity is the resident or a member of the resident's household.

Even a single violation of this policy will constitute a material violation of the lease and will be the grounds of termination of the lease. A criminal conviction of a drug offence is not necessary to establish a material violation of the lease.

12. ELECTRIC WHEELCHAIRS

Residents with a documented disability who can benefit from a wheelchair or an electric wheelchair are permitted to use those vehicles in the facility without restriction. Residents are required to operate the wheelchair safely in common areas. Residents are also prohibited from parking their wheelchairs on the sidewalks where they can be an obstruction in an emergency or present a danger to others. Residents are responsible for all maintenance of their wheelchairs.

13. EMERGENCY

Desert Jade has established the following emergency procedures for cases of resident illness or accident.

- a. Call system: Residents need to call 911 for emergency medical, fire or police.
- b. Emergency Information: Residents will be required to supply the management necessary emergency information. A copy of the emergency information will be placed in their file and is accessible to emergency response personnel upon request.

This information need to be up-dated annually or as the information changes. If the facility has not received information on personal preferences or if the resident's requires immediate treatment, staff will call an ambulance to transport the resident to the nearest hospital.

14. FEES AND DEPOSITS

Desert Jade reserves the right to raise the deposits as necessary, and permitted by applicable federal, state and local laws. Each incoming resident pays a security deposit on his or her apartment as detailed in the lease. In addition, the following deposits and fees will be applicable:

- a. Pet Deposit: A refundable deposit of \$1,000 will be required for a dog or a cat and \$250 for birds (but not to exceed the maximum security allowed by law).
- b. Unit Transfers: A resident who transfers to a handicap unit due to health issue within the project must pay the appropriate deposit for the new unit. The security deposit on the resident's former unit will be returned after the manager determines that no damage has been done to the former apartment, outside of normal wear and tear.
- c. Extra Keys: Each resident will receive one set of key(s) as mentioned in the lease agreement. Additional keys are available from the office at \$5.00 each.
- d. Late payments of rent: After a five-day grace period, residents will be charged \$10.00 for late payment of rent.
- e. Bounced check charges: The fee for returned checks is \$5.00 or amount permitted by state law. In addition, to the fee for a returned check, residents will be assessed \$3.00 per day for each day that the rental payment is delayed.
- f. Legal and other eviction costs: Tenants who are being evicted may avoid or settle an eviction suit by paying court filing fees, attorney fees and sheriff fees. These fees are permitted to the extent permitted by state and local law, and to the extent the fees are reasonable and do not exceed actual costs of the landlord.
- g. Fax and photocopies: Only Important documents that urgently need to be sent or received for health reasons are allowed to use the office fax machine with a charge of \$0.50 per page. Charges for photocopying of important papers e.g. Social Security Statement, Medical information, Bank Statement etc. will be \$0.20 per copy.

15. FIRE SAFETY/PROCEDURES

- a. Fire extinguishes are located next to the exits in the Clubhouse and around the parking lots.
- b. Kitchen safety: Residents are not allowed to use the oven to heat their apartment. Such use constitutes a misuse of appliances and, consequently, a violation of the lease. Residents are to be extra careful with flame when cooking in the kitchen. Advise residents not to leave any cooking or baking unattended, never cook with loose, dangling sleeves. A rubber mat should be placed in front of the stove to provide traction if liquids or grease spill in the area. Grease from cooking surfaces should be cleaned regularly so that it does not accumulate and provide fuel for a fire.

- c. Smoking: Residents are not permitted to smoke in the clubhouse, laundry rooms and non-smoking apartments. Within their own smoking apartments, residents must observe precautions when they or their guests are smoking.
- d. Heaters: Residents are not encouraged to have electric space heaters because of fire hazards. If a resident chooses to have a space heater, it must be UL approved, should never be use in the bathroom or placed in near water. Space heaters that operate on fuels such as kerosene, coal, or propane are absolutely *prohibited*. Cords must not be frayed. Extension cords are not allowed. Plug a space heater directly into the wall socket. Residents must turn the space heater off before they leave the apartment.
- e. Electricity: All electrical cords should be inspected regularly to make sure that they are not frayed or have exposed wires.
- f. Flammable materials.: All flammable materials should be tightly capped and stored safely in cabinets. Gasoline and kerosene are *never* to be stored in a residential unit.

Trash can be a serious fire hazard, particularly if it contains flammable materials such as oil, gas, kerosene, cleaning liquids, etc. All such trash should be disposed of before their accumulation presents a hazard.

16. FIREARMS

All firearms in the possession of residents must be licensed in accordance with state and local laws and must be registered with the Desert Jade's office. Hunting weapons must be stored in locked cabinets. The possession of illegal weapons by the tenant or any member of the tenant's household is prohibited and is a violation of the lease. This includes the public display of weapons or the display of "play" articles that look like weapons.

17. GARDENS

Desert Jade owns and maintains the landscape of the complex including the watering system. Residents are not allowed to change the landscape without permission of the management. Residents who are interested in planting their own flower/vegetable gardens should get permission from the management before they do so. Residents who choose to maintain their own garden are not allowed to remove any plant/bush/tree that is already there. Residents are responsible towards any damages to the underground watering system, pipes, wiring due to their own carelessness. Resident will be responsible towards the costs of changing the watering system for their own planting needs and maintenance thereof. Residents should maintain the flower bed/garden up to Desert Jade standard, failing which the management will resume responsibilities of the said garden.

18. GIFT, ENDOWMENTS & BEQUESTS

Desert Jade staff does not solicit or accept gifts from residents or their families as a condition of admission to the facility. After admission, residents and families who want to donate gifts that benefit the resident community have several avenues for doing so.

- a. Gifts of property: Books, furniture, appliances, and any other property in good condition will be accepted if the facility can use them immediately or store them until

they can be used either in the common areas or by other residents. Residents wanting to make a gift of this type should consult the management.

- b. Gifts of money: Money may be given to the facility through outright gifts, endowments, or bequests in resident wills. Residents who are contemplating this type of gift should obtain independent legal advice on ways to structure the gift.

19. GUESTS

Guests are welcome at Desert Jade. For security reasons, resident must notify management in advance about expected guests. Residents are responsible for the conduct of their guests at all times, including any damage caused by their guests. Disruptive guests will be asked to leave. Permitting guests who engage in unlawful behavior, noises or acts that disturb the rights of neighbors constitutes a violation of the lease and potential grounds for a termination of tenancy.

- a. Common areas: Guests may use the recreation, entertainment, and visiting areas of the facility when accompanied by the resident. The clubhouse should be reserved in advance if residents want to entertain a large number of guests there. Residents are responsible for clean-up after they entertain.
- b. Children: For their own safety, as well as the peace of other residents, children must be accompanied and supervised by an adult while visiting and should not be left unattended in any common area.
- d. Overnight guests: Overnight guests should be limited to not more than fourteen (14) nights, under certain circumstances an extension of additional fourteen (14) days within the 12 months period will be granted to out of town guests. All guests must be registered in advance with the office. Under no circumstances will a "guest" be allowed to make Desert Jade his or her primary place of residency without qualifying for tenancy and signing the lease.

However, exception will be made under emergency or medical circumstances on a case by case basis, For the safety of the residents and upon presentation of written certification from medical institution or physician, one overnight guest will be allowed to provide daily personal care to the resident in question. Refer to Live-in attendant rule (rule #27).

20. HEALTH CARE

Desert Jade is an independent senior housing. The residents are fully responsible for his or her own health/personal care.

21. HOUSEKEEPING/MAINTENANCE

Desert Jade provides housekeeping only in the common areas of the complex, e.g. clubhouse, laundry rooms, sidewalks etc. Residents are responsible for keeping their own apartments clean and free of obnoxious odors (with the exception of temporary cooking odors), rodents, and insect infestation. Residents may not store combustible materials

including gas, kerosene, propane and oil-soaked rags in their units. Failure to maintain the cleanliness of the apartment is a violation of the lease.

Desert Jade will provide maintenance for the common areas and make routine repairs on all the equipment in the apartment provided by the project to the extent maintenance is required by normal wear and tear. Residents must give management prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities. Priority will be given to problems involving heating and air conditioning, plumbing, and electrical problems. Residents are to furnish their own light bulbs. Resident has the choice of keeping the bedroom ceiling fan left behind by the previous tenant or the management will install back the light fixture. If the resident choose to keep the fan, he/she will be responsible in maintaining the said fan.

Repairs required because of carelessness or neglect by the resident can be made by the facility's maintenance staff but will be charged to the resident. Residents must pay the cost of such repairs within 30 days after receipt of a request for payment from Desert Jade.

Under no circumstances will Desert Jade assume responsibility for faulty work or injury that may occur as a result of private arrangements/agreements between individual resident and maintenance people. Disputes that may arise from these private agreements must be resolved between residents and individual maintenance persons. The manager must approve repair work done to resident units by non-facility staff. Management requires outside repair personnel to be bonded.

Front porch/patio areas: Front porch will be kept clean and free from an excess amount of furniture and debris. No enclosures/awnings attached to the building are allowed, only green patio covers approved by the management are allowed in the patio. Residents are to obtain prior approval before putting up any sun shade or storage bin in the patio. All workmanship and materials shall be in accordance with applicable Building Code/Ordinance. No hanging of laundry on or over the patio fences. Desert Jade would like to keep the general appearance clean and consistent throughout the project.

22. ILLNESS

Residents who are temporarily ill are encouraged to notify the manager. Residents who are ill should contact another resident, family member or friend to check on them regularly during periods of illness and to pick up their mail. Residents who require transportation to a medical appointment should make arrangements with a family member or friend. If necessary, when an ambulance is needed, the management shall be contacted to provide emergency information to the ambulance attendant. Residents may hold their apartment during a temporary illness in accordance with Lease Addendum 'A' while absent for medical treatment and convalescence. The usual advance payment of rent would need to continue.

23. INSPECTIONS

- a. Move-in: Move-in inspections will be conducted jointly with the manager and resident of the unit. The tenant will be given a copy of the completed inspection form.

- b. Move-out: The inspection form completed during the move-in inspection will be used by management to assess damages beyond normal wear and tear when the resident vacates the unit. A copy of the move-out inspection report, or list of damages, will be provided to the resident upon request.
- c. Annual: Annual inspections of apartments will be conducted on the dates set by the management. Residents need to be present at the inspections. If the date of such one inspection is not convenient, the resident should contact the manager to identify a mutually convenient date.
- d. Intermittent: Inspections may be conducted on complaint of another resident or other evidence of strong odors emanating from an apartment (other than temporary cooking odors), evidence of rodent or insect infestation, appearance of water, or other cues that signal unsanitary or unsafe conditions. Notice will be provided to residents.

Damages and repairs: Damages, other than normal wear and tear, are the resident's responsibility. Unsafe/unsanitary conditions identified during inspections must be corrected within 14 days. A follow-up inspection will be conducted after the period established for repair. If repairs or corrections are not completed with the allotted period, Desert Jade will issue a notice of termination providing the resident with 30 days to vacate the unit.

24. INSURANCE

Desert Jade does not guarantee the safety of or insure the personal belongings or furnishings of residents. Residents should obtain their own insurance on the contents of their apartments, items in storage, and personal automobiles.

25. KEYS & LOCKS

Each resident is given one apartment door key, one mailbox key (and) one key to the clubhouse. The keys *may not be duplicated* or given to relatives or friends without permission of the manager. Residents who lose keys or need additional keys should contact the manager. There is a \$5.00 charge for additional or replacement keys. All keys, including duplicates, must be returned to the facility upon move-out.

Residents may not alter any lock, install a new lock or a chain lock on their doors without prior approval from the management, as this would make it impossible for staff, paramedics, police or the fire department to be of assistance in an emergency. In case of emergency, if the authorities have to enter the apartment, the residents will be responsible towards the damages.

26. LAUNDRY

Residents are responsible for their own laundry. COIN FREE washers and dryers are provided on-site. Residents are requested to clean lint filters after each use. Residents are asked to promptly remove clothes from the washers and dryers. Tenants are asked to read the posted laundry room rules. Residents who spill detergent are asked to clean it up with the rags or broom provided (laundry room rules are posted).

The management is not responsible for items lost or stolen in the laundry. Misuse of washers and dryers is considered a lease violation and, if repeated, may constitute grounds for terminating tenancy. In the event that a resident damages a washer or dryer through abuse or misuse, he or she may be held financially responsible for the cost of repairs. If necessary, replacement of the machine. Heavy items such as throw rugs, blankets, comforters, etc. are to be washed and/or dried only in the big capacity machines. Laundry room is for residents only, NOT FAMILIES.

27. LIVE-IN ATTENDANT

Management must be notified if residents employ a live-in attendant or aid. Attendants are permitted under the following circumstances:

- 1) the aide or attendant must be essential to the tenant's care and well-being;
- 2) the aide qualifies for occupancy only as long as the individual needing supportive services.
- 3) rent will be based on a 2-person household.

Residents who employ a live-in attendant must sign an addendum to the lease that:

- 1) identifies the attendant by name;
- 2) clarifies that the attendant has no right to occupy the unit except as a caretaker of the tenant, even if the attendant is a relative; and
- 3) specifies that management has the right to evict the attendant for violating house rules. Desert Jade reserves the right to check the references of live-in attendants and refuse to permit a live-in attendant to reside in the facility if there is reason to believe that the attendant will violate house rules.

28. LOST AND FOUND

Articles that are found should be brought to the manager's office. Lost articles may be claimed within office hours.

29. MAIL SERVICE AND DELIVERY

The mailbox number is assigned to each apartment as directed by the Post Office. Apartment number and street address are to be used as there mailing address. Mail is delivered by the mail carrier directly to the resident's box. Only the U.S. Postal Service and the individual resident have access to the resident's mailbox. Out going mail may be deposited in the drop box.

Office personnel cannot accept special delivery, certified mail or registered mail on behalf of residents. The facility will not accept COD packages unless the resident has made prior arrangements to leave payment with the front office.

30. NEWSLETTER

The facility's own newsletter, the Chatterbox, is published monthly and will be delivered to each apartment and is available at the front office.

31. NOISE

Residents who make noise at a level that disturbs other residents, or permit their guests to disturb other residents, are in violation of the lease; repeated disruptions may be grounds for termination of tenancy. Residents who cannot hear at normal levels should consider headphones or hearing aids.

32. OFFICE HOURS

Desert Jade office hours are 8:00 a.m.- 4:00 p.m., Monday through Friday. The office is closed on Saturdays, Sundays and holidays. After office hours the residents can call the same office number to reach the manager for emergencies only.

33. OXYGEN

For safety reasons, residents who use liquid oxygen systems must notify management. Residents are responsible for ensuring that their use of oxygen complies with all state and local health regulations. Oxygen's tanks, full, or empty must be stored in the resident's apartment, away from fire, flame, and heat. Residents who are unable to manage their oxygen safely will be reevaluated for the ability to meet the requirements of tenancy.

34. PARKING

All vehicles must be registered, and have current licenses to operate under state and local law. Desert Jade does not assume responsibility for the safety of resident vehicles and does not carry any insurance on resident vehicles for loss, theft, or damages.

- a. Automobiles/Vans: Each apartment has 1 assigned parking. Additional cars are to be parked at the non-numbered parking on first come first served basis. Guests are to park their cars in the non-numbered parking or visitors parking unless permission is granted from the neighbor. The facility has spaces reserved for persons with disabilities. Vehicle parked in handicap space without handicap sticker will be towed in the owner's expense.
- b. Motorcycles: Motorcycles will be treated as automobiles.
- c. Bicycles: Advise residents to obtain locking devices to secure their bicycles to the stand. Bicycles may be taken into resident apartments but may not be parked in the sidewalks of the building at any time.
- d. Motorized Carts: Motorized carts that have been designed for outdoor use must be used outdoors. Residents who use these carts should talk to the manager about storing the carts in a place accessible to the resident and close to the electrical outlets for charging the battery, if applicable. Residents may observe safety procedures when charging cart batteries.
- e. No trailers or mobile homes bigger than 16' are allowed to park anywhere within the complex.

No vehicle washing or major repairs are allowed in the complex. Residents will be responsible for the clean up if their car leaks oil/transmission fluid.

35. PEST CONTROL

Apartments will be exterminated monthly by management at no charge to the resident. The resident is expected to keep the apartment pest-free. Residents should notify management if they are having pest control problem. Persistent infestation by rodents or insects because of the resident's housekeeping habits is a ground for termination of the lease. Chronic pest problems not related to a resident's housekeeping should be reported to the manager so that the source of the problem can be identified.

36. PETS

No animal will be allowed at Desert Jade without prior approval from the management, and are subject to the following rules and guidelines:

Animals that are overly aggressive, rambunctious, noisy, and unfriendly will not be accepted. All animals must be registered with the management. Desert Jade may refuse to register an animal if the animal is not a common household pet, if the pet/animal owner refuses to comply with rules and regulation stated in the Pet Agreement, the resident will not be able to keep the pet/animal in compliance with the pet rules and other obligations.

Management must be provided with the following information at the time the permission to have a pet/animal is requested: Name, address and telephone number of the animal's local veterinarian; veterinarian's certificate that the animal is in good health, has had the necessary inoculation and booster shots and is spayed or neutered in appropriate cases.

Service animals, those specifically required and trained to assist with individuals with documented disabilities, are excluded from certain restrictions of the pet policy. However, service animals must be licensed and tagged, inoculated and free from fleas, under controlled and housebroken. Prior to the admittance of the animal into our facility, residents would be required to sign a Pet Agreement with the management.

- a. Definition: For the purposes of these pet policies, "pet" is defined as domesticated small animals traditionally kept in the home for pleasure rather than for utility or commercial purposes. However, Desert Jade Villas allowed only the following pet: a dog, a litter box-trained cat, birds, fish, and turtles only.
- b. Types and numbers of animal permitted.: ONLY the following animals are allowed and are limited to only one TYPE per apartment (2-5-08):
 - 1) Dog. A maximum of one (1) dog is permitted, weighing no more than 20 pounds, and standing no more than 18 inches at the head, at maturity. The veterinarian shall be able to verify the animals expected height and weight at maturity. The dog must be sprayed or neutered and be licensed. The veterinarian must certify that the dog has received distemper, rabies and other required shots; or

2) Cat. A maximum of one (1) cat is permitted, weighing no more than 15 pounds at maturity. The cat must be spayed or neutered and licensed. The veterinarian must certify that the cat has received distemper, rabies and other required shots; or

3) Birds. A maximum of two (2) birds is permitted; or

4) Fish. There are no limits to the number of fish permitted. Tanks may not exceed 20 gallons and must be placed on stands that can support the weight of the tank adequately. Tanks must be maintained free of offensive odors; or

5) Two (2) turtles; or

6) One service animal.

c. Location of pet/animal in the building: The pet/animal must be kept in the Resident's apartment at all times or on a leash whenever outside the unit. Under no circumstances are pet/animal allowed to roam free in any common area of the property.

d. Licensure and tags: Every dog and cat must wear a current local animal license.

e. Pet deposit: In addition to the standard rental security deposit, dog and cat owners must provide a pet security deposit in the amount of \$1,000.00 and \$250 for bird/s (but not to exceed the maximum security allowed by law). The amount of this deposit may increase as permitted by HUD. The amount of the deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of animal odors, stains, and damage.

Additionally, the deposit may be used to pay for the cost of animal care required by the owner's absence, neglect, or other reasons. Upon termination of residence by the pet owner, and removal of all pets from the owner's apartment, the deposit will be refunded depending upon repairs and maintenance.

f. Sanitation: Dogs and cats are required to be "house-broken." Cats must be litter box-trained, and dogs must be able to exercise outside the building. Animal owners are responsible for immediate clean-up of feces after the exercise of their dog or a fee will be charged for waste removal.

g. Flea control: Upon admission of an animal, the owner shall file with the management, a proof that a flea control program acceptable to management will be maintained for a fur-bearing animal. Thereafter, the owner of a fur-bearing animal shall file at intervals determined by the management, a proof that the animal and/or the apartment is being sprayed for fleas by an accredited exterminator or as recommended by an exterminator.

h. Noise & behavior: No animal shall make noise that disrupts other residents. No animal that bites, attacks or demonstrates other aggressive behavior towards humans may be kept in this facility.

- i. In cases of emergency the animal owner agrees to allow management to place the animal in an appropriate boarding facility with all fees and costs borne by the animal owner. Within 30 days of such emergency, the resident, his/her agent/family/estate must make arrangements with the holder of the said animal as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.
- j. Sick or injured animals: No sick or injured animal will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the animal and it's ability to live in an apartment situation. Admitted animal that suffer illnesses or injury must be taken immediately for veterinary care at the animal owner's expense.
- k. Rule enforcement: When Desert Jade refuses to register a animal_or when the animal and owners do not comply with these rules, management will issue a Notice of Pet/animal Rule Violation that includes the following:
 - 1) a summary of facts and the rule violated;
 - 2) a statement requiring the animal owner to:
 - a) correct the violation, including the removal of the animal_ if appropriate;
 - b) request a meeting with management within ten days.
 - 3) a statement that the animal owner is entitled to be accompanied by another person of his or her choice at the meeting;
 - 4) a meeting within ten days, or to appear at the scheduled meeting may result in the removal of the animal or the initiation of termination of tenancy procedures.

The rule violation meeting will be required to be held within fifteen (15) days of the effective date of the service of the Pet/animal Rule Violation Notice. This date may be extended at the option of management to a later date. As a result of the meeting, management may give the said violation. If the parties are unable to resolve the problem at the meeting, or if the animal owner fails to correct the said violation within the time provided management may demand the removal of the animal within ten (10) days. If the animal owner refuses to remove the animal within the allotted ten-day time period, termination of tenancy remains the final option of management. In the event that a animal's conduct or condition constitutes a nuisance under the state or local law or a threat to the health or safety of others, Desert Jade may require immediate removal of the said animal.

- l. Courtesy: This facility recognizes that animal can be therapeutic for those who enjoy, own, and care for them. However, animal can be threatening to others who for whatever reason, are fearful of or allergic to animals. Residents should exercise common courtesy to other residents and staff in dealing with their animals.
- m. No visiting animals_are allowed. This does not include animals that assist persons with disabilities (3-18-03).

37. RECREATIONAL AND CULTURE ACTIVITIES

Residents at Desert Jade are encouraged to participate in recreational and cultural activities that are sponsored by the Association and the management. Recreational and cultural opportunities are posted either by the Association or management on the resident bulletin board. Residents who want to make others aware of an opportunity should contact either management or the president of the Association to have the notice posted.

Residents are welcome to work with management to bring outside groups into the facility for the entertainment or education of all residents. To avoid conflicts in use of the facility's common areas, all events must be scheduled in advance with the management.

38. RELIGIOUS SERVICE/HOLIDAYS

- a. Services: Services in memory of residents who have passed away are particularly meaningful to the families of departed residents, as well as to friends of the residents. Management will work with individuals in the facility for memorial services.
- b. Holidays: Management may encourage and assist residents in preparing traditional celebrations or observances of Passover, Easter, Chanukah, Christmas, and other holidays. Residents are free to place appropriate decorations on their doors, windows and apartments during these holiday seasons, within certain safety parameters. Lighted candles in windows and on Christmas trees are prohibited. Residents should use caution when using lighted candles for ceremonial purposes. Electric lights should be UL approved; frayed cords on strings of lights and other decorations are prohibited.

Management and the Association welcome resident's help in decorating the common areas of the facility for holidays. Decorating will be done during normal hours, unless management agrees to come into the facility during the weekends to decorate. Decorations should be removed from the doors and windows within two week after the holiday has ended.

39. RESIDENT ASSOCIATION

The purpose of the Association is to advise management on the concerns and preferences of its residents, to serve as a vehicle for management to convey policies to the resident community, and to provide the focal point for planning and organization of resident activities and social life. The Association elects its own officers (annually) every six months. Current officers and their telephone numbers are posted on the resident's bulletin board. All Resident are encouraged to participate in the functions and meetings held by the Association. Guests are welcome with prior notification to the committee members.

The Residents' Association and Desert Jade have made space available to outside organizations that will provide services to the residents. Desert Jade and its staff are not responsible for these activities.

40. SECURITY

Security is taken very seriously by the management of Desert Jade, and residents are expected to cooperate and comply with security measures as a condition of tenancy. Although Desert Jade cannot guarantee a risk-free environment, certain precautions on the part of residents can enhance the security of the complex. Residents should keep the doors to their apartments locked at all times, even when the resident is only making short trips to the laundry, mailbox etc. Desert Jade cannot be responsible for dangerous conditions created by residents who breach facility security.

- a. Strangers in the building: Unauthorized persons will not be permitted on-site. Unknown individuals who are found wondering around in the facility should be reported to management. Any individual who comes into the building and solicits cash from residents should be reported immediately.
- b. Parking lot: Residents should be advised that there is no security guard on duty in the parking lot, and the parking lot is open for easy access by residents and visitors. Therefore, residents should take necessary precautions.
- c. Scams: Any resident who has been contacted personally or by telephone by individuals who are soliciting money should contact management if the resident feels that there is anything the least bit suspicious about the contact.

41. SOLICITING/SALES

For reasons of both security and privacy, solicitations and sales are limited in Desert Jade.

- a. Sales of items by residents: Residents are permitted to sell home products such as home cleaning or beauty products to other residents by posting the availability of those products on the bulletin board. Under no circumstances can residents make calls on other residents to sell products without having been specifically requested to call by those residents. Residents may sponsor home decorating and other parties in their apartments as they wish. Other residents may be invited, but not pressured, to attend. Residents are responsible for the behavior of guests at any event sponsored by the resident.
- b. Solicitations by persons who do not reside in the facility: Desert Jade does not permit sales persons who are not residents of the facility to call on residents unless a resident specifically has invited the individual to call.
- b. No individual garage/yard sales are allowed. This is to avoid traffic problems and public/strangers walking around the complex at an unknown date and time. However, Desert Jade has an annual "Parking Lot Sale" organized by the Association that opens to the public. (9-7-99)

42. TELEPHONES

Residents provide their own telephones and are responsible for their own telephone bills.

43. TELEVISION/ANTENNA/CABLE SERVICE

The units at this facility are wired for cable and the management is providing the residents with basic cable. Residents are responsible for subscribing additional channels beside the basic cable. If residents choose to have their own satellite system, they will be responsible for damages to their original condition when they move out. However, no hole shall be put on the wall or concrete in the patio.

44. TERMINATION

Terminations of occupancy can be voluntary, whereby the resident chooses to leave or leaves by mutual agreement, or involuntary, whereby the resident is asked to leave or refuses to leave voluntarily.

- a. Voluntary: The resident is required to give 30 days' written notice failing which he/she will be liable for the next month's rent. The full amount of the security deposit, after deductions on repairs, will be refunded to the resident within 30 days thereof. If deductions are made from the security deposit, an explanation will accompany the refund. Arrangements will be made with the resident to pickup the check.
- b. Involuntary: There are circumstances under which a resident's lease at Desert Jade may be terminated:
 - 1) Material noncompliance with the lease: Material noncompliance is defined as:
 - a) one or more substantial violations of the lease;
 - b) repeated minor violations of the lease that disrupt the livability of the project, adversely affect the health or safety of any person or any person's right to the quiet enjoyment, or have an adverse financial affect on the project;
 - c) failure of the resident to supply required information or knowingly providing incomplete or inaccurate information;
 - d) non-payment of rent or any other financial obligation under the rental agreement beyond any grace period under state law.
 - 2) Failure to meet the requirements of tenancy: Failure is defined as:
 - a) interfering with the quiet enjoyment of the project that will threaten their health, safety, or welfare;
 - b) doing anything that will have a negative effect on the physical environment or financial stability of the project (e.g., ruining property, not paying rent and fees on a timely basis, not keeping the unit clean);
 - c) violating the terms of the lease;
 - d) engaging in criminal behavior (that will affect health and safety of others).
 - 3) Material violations of the house rules: This includes one or more serious violations of rules. Residents have 10 days after receiving notice of termination to discuss the notice with Management. If the issue is not resolved, or if the resident does not choose to discuss the issue within 10 days, the resident must vacate within 30 days of the date of the notice. If management is forced to sue a resident to obtain possession of a unit, the resident may be responsible for court filing fees, attorney fees, and sheriff fees. Residents' security deposits will be handled as described above under Voluntary Terminations.

45. TRANSPORTATION

Residents are responsible for their own transportation, however, Dial-A-Ride services are available. Presently, Desert Jade provides two (2) free trips per each household per month to Stater Brothers and pays \$0.50 towards the costs for trips within California City.

46. TRANSFER OF RESIDENT

Resident transfers can occur under two circumstances:

- a. Change of units within the facility: A change of unit can occur either at the resident's request or at the request of the management. Resident requests for transfer will be considered only if the resident became disabled after move-in and requires an accessible unit as a reasonable accommodation. Transfer under these permissible circumstances is contingent upon an appropriate vacant unit. All transfers will be treated as an initial move-in. The security deposit will be required for the new unit. Residents will be charged for damages to the old unit as a beyond a normal wear and tear. Other move-in procedures, such as the initial inspection and change over in utilities, etc., also will be handled as a move-in.
- b. Transfer from the facility to another setting: Temporary transfers are covered under "Absences." Permanent transfers are handled as either voluntary or involuntary terminations. In some cases because of illness/disability, a resident will opt to obtain outside assistance in the form of live-in attendant. In this event, the facility will consult with the appropriate to ensure that the level of care provided by the attendant is not such that it can be provided only in a licensed nursing facility. Where it is not clear that a resident can continue to meet the requirements of tenancy, with or without live-in help or some other type of reasonable accommodation, the facility will initiate an assessment of the resident by an independent assessment/case management agency.

Live-in attendants are bound by the house rules. Under no circumstances will the live-in attendant be permitted to remain in the unit after the resident for whom the attendant is provided care leaves for the facility.

47. TRASH DISPOSAL

Trash dumpster are for the disposal of general trash such as paper, cans, bones, etc. All cardboard or cartons boxes are to be broken into flat parcels before putting into the dumpster. Failure to remove garbage and other waste from the unit in a clean and safe manner is a lease violation. Trash should be carefully wrapped in plastic bags and securely fastened before putting into the dumpster. Residents who use hypodermic needles are required to dispose them of in sharp containers, as required by law.

48. UTILITIES

Residents should contact the utility companies for terminating the service before move-out. Utilities are financial responsibility of residents.

The Management

DESERT JADE VILLAS

/policy. 1999. amend. 2003, 01/05, 01/06, 11/06, 02/08, 12/15

ACKNOWLEDGEMENT OF RECEIPT
OF DESERT JADE VILLAS
ADMISSIONS POLICIES,
OCCUPANCY POLICIES & HOUSE RULES
(RESIDENT HANDBOOK)

I, _____ (apt #) have received a copy of the Admissions & Occupancy Policies of Desert Jade Villas and they have been explained to me.

I understand that this handbook is intended to provide guidance to residents about the project's services and policies. I also understand that the lease controls the relationship between me and the facility. The services and policies of the project are subject to change from time to time, and I understand that I should check with the management about whether a particular policy or service described in the handbook is current.

I agree to abide by and conform to these, and such amendments and modification as may be made to them in the future.

.....
Resident's signature

.....
Date

.....
Resident's signature

.....
Date

ADDENDUM "D"

TO LEASE WHEN TENANT HAS A LIVE-IN ATTENDANT

IT IS HEREBY AGREED BETWEEN California City Housing Corporation, the
Landlord and _____ the TENANT who occupies
unit # ____ in Desert Jade Villas that:

- (1) The TENANT will have _____,
(social security # _____) living in the unit as a live-in attendant only
as long as the tenant needing supportive service.
- (2) The TENANT understands and agrees that with the live-in attendant, his/her rent
will be based on a 2-person household.
- (3) The TENANT understands that the attendant has no right to occupy the unit
except as caretaker only for the TENANT, even if the attendant is a relative.
- (4) The TENANT understands that he/she are responsible for the conduct/behavior of
the said live-in attendant.
- (5) The management has the right not to permit a live-in attendant to reside in the
facility if there is reason to believe that the attendant will violate the house rules.

Dated this _____ day of _____, 20____

TENANT

Housing Manager

SETTLEMENT AGREEMENT

This Settlement Agreement (referred to herein as the "Settlement Agreement" or "Agreement") is entered into between James Turner and Emily Connor (the "Tenants"), and California City Housing Corporation (the "Landlord"), and is effective as of January 29, 2016 ("Effective Date"). In consideration of the mutual promises, covenants, and warranties contained in this Agreement, Landlord and Tenants, on behalf of themselves and their agents, employees, employers, officers, directors, principles, heirs, children, cotenants, successors, executors, administrators, and assigns, and with the intent to be legally bound, agree as follows:

1. Recitals.

1.1 Landlord is the owner of residential property located at California City, California, and commonly known as Desert Jade Apartments, a senior citizen housing development.

1.2 Tenants currently lease an apartment from Landlord at Desert Jade Apartments on a month-to-month basis. The premises are located at 20 Doris Slater Court, California City, California 93505.

1.3 Prior to Ms. Connor's approval to reside with Mr. Turner at Desert Jade Apartments, a dispute arose between Landlord and Tenants about Ms. Connor's eligibility for admission to Desert Jade Apartments due to her age.

1.4 To resolve this dispute, and desiring amicably to continue their relationship as Landlord and Tenants, the parties have entered into this Settlement Agreement.

2. Settlement Terms.

2.1 Landlord acknowledges that Desert Jade Villas admissions policies already have been revised to allow admission of "qualified permanent residents" or "permitted health care residents" as defined in California Civil Code §51.3.

2.2 Landlord will pay \$500.00 as full compensation to Tenants for any and all costs or damages relating to Landlord's initial determination that Ms. Connor was ineligible to reside at Desert Jade Villas.

2.3 Compensation to Tenants will be made in the form of a rent credit to Tenants. This credit will reduce the amount of Tenants' February 2016 rent to \$0.00 and will reduce the amount of Tenants' March 2016 rent to \$250.00. (Current monthly rent is \$375.00.)

2.4 Tenants will not initiate or continue any administrative or legal action or any kind whatsoever relating to Landlord's prior admission, eligibility, or other policies;

to the application of any such policies; or to any harm alleged to have been caused by Landlord's policies as written or applied.

3. **Mutual Release.**

3.1 Upon full performance by the parties of their obligations under this Agreement, and to the extent they are not expressly reserved by the terms of this Agreement, Landlord and Tenants agree, on behalf of themselves and, to the fullest extent allowed by law, on behalf of their agents, employees, employers, officers, directors, principles, heirs, children, cotenants, successors, executors, administrators, and assigns, to expressly release one another, from any and all other and claims each may have against the other, known or unknown, connected with or arising out of the premises or the lease.

3.2 Landlord and Tenants understand and agree that the release contemplated by this section of this Agreement is intended to include any and all claims of every kind and nature whatsoever, known or unknown, suspected or unsuspected, which they have, or may have, or may claim to have against one another at the time this section becomes operative, and specifically acknowledge that they are waiving any and all rights they have, or may have, or may claim to have under Civil Code §1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

3.3 Tenants and Landlord understand and agree that the rights waived under Civil Code §1542 are also waived for any other similar or comparable law which has, may, or will exist under the laws of the State of California, or any other State or governmental agency.

3.4 Tenants and Landlord understand and agree that this Settlement Agreement is in full accord, satisfaction, and discharge of claims and/or disputed claims which Tenants and Landlord have, had or may have against each other, arising out of the subject matter of this Agreement, and this Agreement has been executed with the express intention of effectuating the legal consequences provided in Civil Code §1541, namely, the extinguishment of all obligations, as follows:

“An obligation is extinguished by a release therefrom given to the debtor by the creditor, upon a new consideration, or in writing, with or without new consideration.”

3.5 The mutual release set forth in the four preceding paragraphs does not apply to claims arising out of the performance of this Agreement, and does not serve as a bar to any legal or equitable action brought by Landlord or Tenants relating to the

enforcement of this Agreement or the recovery of damages for breach of any of its terms, conditions, representations, or warranties.

4. Miscellaneous Provisions.

4.1 Default.

Tenants and Landlord agree that each obligation, term, and condition set forth in this Settlement Agreement is material and that the failure of Tenants or Landlord to timely perform any obligation, term or condition set forth in this Agreement shall constitute a default by said failing party and a breach of this Agreement.

4.2 Remedies for Default.

Should Landlord or Tenants be in default under this Agreement, the aggrieved party may exercise any and all rights available at law and/or equity to remedy the breach of this Agreement.

4.3 Severability.

Landlord and Tenants agree that the terms of this Agreement are severable and that any finding by a court of competent jurisdiction that a provision or provisions of this Agreement is/are unenforceable for any reason shall not affect the continued validity of any other provision of this Agreement.

4.4 Integration and Modification.

Landlord and Tenants agree that this Agreement constitutes the entire agreement between Landlord and Tenants and that any modification to this Agreement, to be valid, must be memorialized by a writing signed by both Landlord and Tenants.

4.5 No Admission of Liability.

Nothing in this Agreement shall be construed as an admission of liability or fault on the part of Tenants or Landlord. This Agreement is entered into in compromise of a disputed claim.

4.6 Parties' Review of Agreement.

Tenants and Landlord, by their execution of this Agreement, represent and agree that they know the terms of this Agreement, have had ample opportunity to discuss said terms and their legal effect with their respective attorneys, understand said terms to their satisfaction, and enter into this Agreement willingly, knowingly, and voluntarily.

4.7 Counterparts.

This Agreement may be executed in counterparts or duplicate originals, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Any facsimile transmission, or email, of a signed signature

page of this Agreement shall have the same force and effect as the original signature page.

IN WITNESS HEREOF, Landlord and Tenants have executed this Settlement Agreement on the dates set forth below.

LANDLORD:

California City Housing Corp.

Dated: January ____, 2016

By:

TENANTS:

Dated: January ____, 2016

James C. Turner

Dated: January ____, 2016

Emily Y. Connor